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**DATE FILED:** 12-5-19

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----x  
Julie Maury,

Plaintiff,

-against-

VENTURA IN MANHATTAN, INC. AND FAIRWAY  
EAST 86TH STREET LLC,

Defendants.

-----x  
**STIPULATION AND  
[PROPOSED] ORDER OF  
CONFIDENTIALITY**

WHEREAS, Plaintiff Julie Maury ("Plaintiff") seeks certain documents from Defendants Ventura in Manhattan, Inc. and Fairway East 86<sup>th</sup> Street, LLC (collectively, the "Defendants") (Plaintiff and Defendants referred to herein as "the Parties");

WHEREAS, the Parties consider some of the information being sought or contained in documents being sought to be of a confidential nature; and

WHEREAS, the Parties have agreed to the entry of this Stipulation to permit Plaintiff's and Defendants' counsel to exchange information pursuant to procedures protecting the confidentiality of such information.

IT IS HEREBY STIPULATED AND AGREED as follows:

1. "Confidential Information" as used herein, means information produced in this litigation by one of the Parties that any party in good faith believes is properly protected under Federal Rule of Civil Procedure 26(c) of has been designated by either party as confidential, whether it be a document, information contained in a document, information revealed in an interrogatory response, information revealed during a deposition, or any other form of information provided by any party. To the extent Confidential Information is contained in a document, the document shall contain the following legend, stamp or watermark on each page in such a way so as not to obscure any part of the text or content: "CONFIDENTIAL." If it is not possible to stamp such documents or if another party produced such documents, counsel may designate by bates

number those documents that it designates confidential.

2. The Parties will maintain Confidential Information in confidence and will not reveal any Confidential Information to any person who is not authorized to receive such information, unless in accordance with this Stipulation and Proposed Order or with the prior written consent of counsel for the party who designated the information as confidential or an order by the Court authorizing such disclosure. Such Confidential Information shall be used exclusively for purposes of conducting this litigation. Use of confidential information for any other purpose is strictly prohibited. Furthermore, Confidential Information may be disclosed only in the manner and under the conditions set forth herein.

3. All portions of Confidential Information produced for inspection or that are received by counsel that have been designated as containing or comprising confidential information pursuant to Paragraph 1 above shall be retained by counsel and shall not be furnished, shown or disclosed by counsel to any other person, except that any such confidential information may be disclosed by counsel only to (i) the court; (ii) the Parties; (iii) persons actively assisting counsel in the preparation of this litigation, including, but not limited to, necessary secretarial, paralegal and clerical personnel employed by counsel; and (iv) experts and consultants retained by the Parties to assist in the litigation of this matter, under the conditions set forth below in Paragraph 4.

4. If independent experts or consultants are retained for this litigation, and if such persons have a need to know such Confidential Information in connection with their assistance to counsel, prior to counsel for receiving party disclosing such Confidential Information, he or she shall inform the individual to whom the Confidential Information is to be disclosed as to the terms of this Stipulation, furnish the individual with a copy, and shall obtain the individual's written acknowledgement in the form attached hereto as Exhibit A.

5. "Counsel" shall refer to the Parties' counsel of record, in-house counsel and any other counsel retained by such party during the course of this or any related litigation.

6. The disclosure of a document or information without designating it as Confidential Information shall not constitute a waiver of the right to designate such document or information as

Confidential Information pursuant to the procedures set forth herein and, if so designated, the document or information shall thenceforth be treated as Confidential Information.

7. All information subject to confidential treatment in accordance with the terms of this Stipulation and Proposed Order that is filed with the Court, and the portion of any pleadings, motions or other papers filed with the Court disclosing any Confidential Information, shall be filed under seal and kept under seal until further order of the Court. Only confidential portions of filings with the Court shall be filed under seal.

*The parties will follow the Court's rules for filing confidential material.*

8. No later than 30 days after the conclusion of this matter, including all trials and appeals, all Confidential Information will be returned to the party who produced it. No originals, copies, summaries or other embodiment of the confidential information will be retained by the party to whom the production was made.

9. Notwithstanding anything appearing to the contrary in this Agreement the Parties shall only be required to use commercially reasonable efforts to destroy any Confidential Information stored electronically, and the Parties shall not be required to destroy any electronic copy of Confidential Information if any copy is created pursuant to their standard electronic backup and archival procedures, provided that all such Confidential Information shall continue to be kept confidential pursuant to the terms of this Agreement and will be kept only in the respective party's record archives.

10. Confidential Information may be offered in evidence at trial or any court hearing, provided that the proponent of the evidence gives notice to counsel for the party that designated the Confidential Information. The Parties will confer in good faith to determine if the previously designated Confidential Information should be protected at trial and to attempt to agree upon a method (subject to the Court's approval) to protect such Confidential Information during such proceedings. If the Parties are unable to agree on whether the information should be protected at trial and/or upon a method to protect such Confidential Information, the party seeking to keep the information Confidential shall apply to the Court for a mechanism to maintain the confidentiality of discovery material designated as Confidential Information. The Court will

determine whether the proffered evidence should continue to be treated as Confidential, and if so, how to protect it at trial.

11. This Stipulation and Proposed Order may be amended by the agreement of counsel for the Parties in the form of stipulation that shall be filed in this case.

12. This Stipulation and Proposed Order shall extend beyond the final conclusion of this action, and shall remain in full force and effect until modified, superseded, or terminated by written agreement of the Parties or by order of the Court.

13. This Stipulation and Proposed Order shall be binding on the Parties, their counsel, and all other Parties contemplated by this Stipulation. It is enforceable by the contempt power of the United States District Court for the Southern District of New York and by any other sanction deemed appropriate by the Court.

Dated: December 4, 2019  
New York, New York

PARKER HANSKI LLC

By: \_\_\_\_\_

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By: \_\_\_\_\_

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SO ORDERED: \_\_\_\_\_

ROBERT W. LEHRBURGER, U.S.M.J.

*As modified in TPF.*

12-5-19

SO ORDERED:

HON. ROBERT W. LEHRBURGER  
UNITED STATES MAGISTRATE JUDGE

**EXHIBIT A**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----x  
Julie Maury,

Plaintiff,

-against-

VENTURA IN MANHATTAN, INC. AND FAIRWAY  
EAST 86TH STREET LLC,

Defendants.

**Docket: 1:18-cv-07496 (JMF)  
(RWL)**

**ACKNOWLEDGEMENT  
OF STIPULATION AND  
ORDER OF  
CONFIDENTIALITY**

I have read the Stipulation and Order regarding Confidential Information in the above-captioned action. I hereby acknowledge that I understand the terms thereof and that I consent to be bound by such terms.

I understand that a breach of the terms of said Stipulation and Order may be punishable by contempt of court and be subject to appropriate legal penalties.

Date: \_\_\_\_\_

\_\_\_\_\_ Signature

\_\_\_\_\_ Print Name